

 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p><b>Interagency Agreement/ Amendment</b></p> <p><b>Part 1 - General Information</b></p>		1. EPA IA Identification Number DW-14-95822601 - 0		2. Funding Location by Region EPA R5					
		3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC West					
		5. Type of Action New		6. IA Specialist: Yvette Downs 206-553-6321 Downs.Yvette@epa.gov					
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101			8. Name and Address of Other Agency Department of the Interior Midwest Regional Office FWS / Midwest Region 5600 American Blvd. West, Suite 990 Bloomington, MN 55437-1458						
9. DUNS: 029128894		10. BETC: DISB		11. DUNS: 151157950					
12. BETC: COLL									
13. Project Title and Description Great Lakes Restoration Initiative Implementation									
Pursuant to the Department of Defense Appropriations Act of 2012, Public Law 112-74, EPA is providing funds to the US Dept of the Interior (DOI) Bureau of Indian Affairs (BIA) to help implement the priorities of the GLRI. This Interagency Agreement (IA) will implement priority programs, projects, and activities to protect, restore and maintain the Great Lakes ecosystem. Specifically, BIA will fund Great Lakes Tribes to restore and protect Great Lakes habitat and to combat invasive species that pose risks to the Great Lakes basin.									
14. EPA Project Officer (Name, Address, Telephone Number) John Haugland 77 West Jackson Blvd. (G-17J) Chicago, IL 60604-3507 312-886-9853 E-Mail: Haugland.John@epamail.epa.gov FAX: 312-697-2575			15. Other Agency Project Officer (Name, Address, Telephone) Bob Jackson FWS / Midwest Region 5600 American Blvd. West, Suite 990 Bloomington, MN 55437-1458 612-725-4529 E-Mail: bob.jackson@bia.gov FAX: 952-712-4401						
16. Project Period: 06/08/2012 to 09/30/2013			17. Budget Period: 06/08/2012 to 09/30/2013						
18. Scope of Work (See Attachment) Scope of Work Attached.									
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727					
22. Statutory Authority for Transfer of Funds and Interagency Agreement Consolidated Appropriations Act, 2012; Public Law 112-74					23. Other Agency Type Federal Agency				
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)									
	Previous Funding		This Action		Amended Total				
Revise Reimbursable (in-house)					0				
Direct Fund Cite (contractor)					0				
Total					0				
Funds	Previous Amount		Amount This Action		Total Amount				
25. EPA Amount			\$4,718,840		\$4,718,840				
26. EPA In-Kind Amount					\$0				
27. Other Agency Amount			\$0		\$0				
28. Other Agency In-Kind Amount					\$0				
29. Total Project Cost			\$4,718,840		\$4,718,840				
30. Fiscal Information									
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
682/30108	1205HDX010	1213	B	05HP0	202BJ7XF2	2506			500,000
682/30108	1205HDX010	1213	B	05HP0	202BJ7XF4	2506			4,218,840
									4,718,840

Part II - Approved Budget				EPA IAG Identification Number DW-14-95822601 - 0
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		\$75,000		\$75,000
(b) Fringe Benefits		\$35,000		\$35,000
(c) Travel		\$6,254		\$6,254
(d) Equipment		\$0		\$0
(e) Supplies		\$0		\$0
(f) Procurement / Assistance		\$4,602,586		\$4,602,586
(g) Construction		\$0		\$0
(h) Other		\$0		\$0
(i) Total Direct Charges	\$0	\$4,718,840	\$0	\$4,718,840
(j) Indirect Costs:	\$0	\$0		\$0
Charged - Amount Rate: % Base: \$ Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$632,826				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$0	\$4,718,840	\$0	\$4,718,840
32. How was the IDC Base calculated?				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
34. Are any of these funds being used on extramural agreements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Type of Extramural Agreement Grant				
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project			Percent Funded by EPA (if known)
	4602586 Total \$ 4,602,586.00			0
<b>Part III - Funding Methods and Billing Instructions</b>				
<b>35. (Note: EPA Agency Location Code (ALC) - 68010727)</b>				
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance				
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	

**Part IV - Acceptance Conditions**

EPA Identification Number

DW-14-95822601 - 0

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

**Part V - Offer and Acceptance**

**Note:** A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)

EPA Program Office (for technical assistance)

38. Organization/Address

39. Organization/Address

U.S. Environmental Protection Agency  
IASSC West  
1200 Sixth Avenue, Suite 900, OMP-145  
Seattle, WA 98101

US Environmental Protection Agency  
R5 - Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3507

**Award Official on Behalf of the Environment Protection Agency**

40. Digital signature applied by EPA Award Official | Armina K. Nolan - Manager - Grants and Interagency Agreements Unit

Date

06/08/2012

**Authorizing Official on Behalf of the Other Agency**

41. Signature

Typed Name and Title

Date

Diane Rosen, Regional Director

06/15/2012

## **IA Terms and Conditions**

### **1. Participation in Great Lakes Water Quality Agreement (GLWQA) and Great Lakes Restoration Initiative (GLRI) Programs and Processes**

The Bureau of Indian Affairs Midwest Regional Office (BIA) shall participate in the Great Lakes Restoration Initiative (GLRI) and the Great Lakes Water Quality Agreement (GLWQA) programs, processes and activities including the Lakewide Management Plans and Programs (LaMPs), activities relating to Areas of Concern (AOCs), State of the Lake Ecosystem Conference (SOLEC), Cooperative Science and Monitoring Initiative (CSMI), and the Binational Toxics Strategy (BTS), as requested. Such activities shall include, but not be limited to, meetings, conferences, and workshops directly tied to carrying out and implementing the GLRI and GLWQA.

### **2. Participation in Planning and Budgeting Activities**

BIA will collaborate with EPA and other members of the Interagency Task Force regarding planning and budgeting activities for the Great Lakes Restoration Initiative including participation in Interagency Task Force meetings (as needed) and Regional Working Group meetings (weekly and as needed), assistance with budget development, development and updating of information for Congress and the public. This collaboration will include regular updates of an Interagency Funding Guide that will describe funding opportunities under the Initiative.

Information (including documents and conversations) regarding out-year budget development will be shared only among federal agency staff who must be involved in the out-year budget development process.

BIA will collaborate with EPA to comply with requirements, including provisions for science review or competition, for the Great Lakes Restoration Initiative as expressed in conference and/or committee reports, and as required by statute.

### **3. Statutory Authority**

The Statutory Authority of this IA is P.L. 112-74, the Consolidated Appropriations Act, 2012.

### **4. The Bureau of Indian Affairs Midwest Regional Office's Effort on Great Lakes Activities**

EPA will work with BIA to ensure that the funds transferred under this IA are not used to supplant the base programs' funding of BIA. EPA recognizes its effort in this regard must be consistent with BIA's statutory authorities.

### **5. Minimization of Indirect Costs**

Conference Report language encourages EPA and its federal partners to limit overhead. Consequently, BIA will be required to minimize its indirect costs. In no event shall indirect costs exceed 5% during the project period of this IA.

Indirect costs are intramural and extramural costs not directly attributable to BIA's effort. These costs may include management and administrative support costs, headquarters' allocation of facilities, personnel compensation support costs to regions and program offices, regional management and support costs and program office support costs.

### **6. Use of Contracts and Grants**

A. BIA may use the funds transferred under this IA consistent with its grants, contracts and other programs in order to support the GLRI and the GLWQA.

To the extent that BIA uses funds transferred by EPA under authorities that have match requirements, BIA shall minimize the required match to the extent allowed under its authorities and regulations, unless the EPA Project Officer agrees otherwise.

B. IA will use a competitive process to select awardees of grants and contracts consistent with its

authorities and regulations. To the extent feasible, any Requests for Proposals (RFPs) for contract awards and grant awards, as well as invitation for bids, shall be shared with the EPA Project Officer and made available to other members of the Regional Working Group in a timely manner in advance of publication, allowing at least fifteen days for review and comment. BIA will publish the name of those proposals which are selected and funded.

To the extent possible, contractors and awardees must commence work within 60 days of the effective date of an award.

C. BIA will use the following principles for project selection as set forth in the templates and as reflected in the solicitations for BIA's contracts and grants activities:

- Target projects to maximize environmental protection and restoration for the Great Lakes;
- Ability to advance implementation of GLRI Action Plan priorities;
- Ability to strategically-achieve measurable environmental outcomes linked to the highest priority issues;
- Ability to advance environmental priorities of existing Great Lakes strategic plans, especially the Lakewide Management Plans and Programs, Remedial Action Plans for Areas of Concern, the Great Lakes Regional Collaboration, the Binational Toxics Strategy and other relevant national and regional coordinated strategic planning efforts;
- Feasibility of prompt implementation, including a bias for action-ready projects and for those which demonstrate quick results;
- Observable local improvements, especially for projects at the field level;
- Bias for interagency/inter-organizational coordination and collaboration;
- Support for new work and for enhancements which do not replace existing Great Lakes base activities;
- Support by the Public and other Stakeholders;
- Ability to leverage non-federal resources;
- Promotion of long-term societal, economic, and environmental sustainability goals; and,
- Minimization of transaction costs.

D. Projects and activities must also meet standards for:

- Using best available science;
- Experience, ability, and authority of the funding recipient to properly perform the work;
- Reasonableness of project costs; and
- Measuring progress and success.

BIA shall offer USEPA and the other Agencies represented on the Regional Working Group a timely opportunity to review RFP submissions and serve on RFP review and selection panels consistent with existing authorities and Blank's policies.

#### **7. Expedite Required Permits**

BIA shall obtain all required permits in a timely fashion for projects implemented under this IA. To the extent resources are required to expedite permit processing, EPA may authorize the use of IA resources for this purpose.

#### **8. Fund Obligation/Utilization and De-obligation**

All funding that BIA utilizes pursuant to this Interagency Agreement shall be obligated by BIA as expeditiously as possible for the foregoing programs, projects, and activities which support the Great Lakes Restoration Initiative and GLWQA. BIA shall use its best efforts to obligate the funds transferred by EPA before May 15, 2013 in order to minimize amounts that are returned to the EPA. Beginning in May 2012, the BIA shall report monthly to the Project Officer regarding its plans to use any funds which remain unobligated. Any funds which have not been obligated by May 15, 2013 shall be returned to EPA unless the EPA Project Officer has agreed in writing to (i) an extension or (ii) the funds' application to projects proposed by BIA for the subsequent year's allocation or (iii) another mutually agreed-upon use pursuant to the Initiative. Notwithstanding any efforts by BIA to obligate such funds by January 30, 2011, funds which remain unobligated after (date) shall be de-obligated by EPA upon 10 days written notice to BIA.

## **9. Healthy, Safety and Environmental Compliance**

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

## **10. Signage**

BIA shall ensure that a visible project identification sign is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. BIA will determine the design, placement, and materials for each sign.

## **11. Modification of Interagency Agreement and Written Approval for Transfers Among Templates**

This Interagency Agreement can be amended or modified in writing upon consent of the Parties. The Scope of Work attached to this Interagency Agreement can be amended in writing upon consent of the Parties.

BIA must receive prior written approval by the EPA Project Officer for cumulative transfers among templates or projects which exceed or are expected to exceed the lesser of \$100,000 or ten percent of the Recipient's approved allocation.

## **12. Reporting**

The Recipient agrees to comply with the provisions of the 2010 Great Lakes Grant Guidance.

The model for the Guidance is the Chesapeake Bay Guidance and its 11 attachments, which are available from: <http://www.epa.gov/region3/chesapeake/grants.htm#2009>.

Quarterly Progress Reports: BIA shall ensure that quarterly reporting is provided on funding utilized under GLRI and GLWQA activities. This reporting includes programs funded at or below \$500,000 that may not otherwise be identified in cross-cut budgets.

Semi-Annual Progress Reports: BIA shall submit progress reports, beginning with the date of IA execution, every six (6) months during the life of this agreement. Reports shall be submitted to the EPA Project Officer and may be provided electronically. The reports must contain information in order to ascertain that the Scope of Work (SOW) is being carried out as specified in the Interagency Agreement. The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the IA agreement. BIA and possibly its grantees and contractors, upon the direction of BIA, may be able to input information directly into the system using specified formats and timeframes. BIA shall ensure that by April 15 and October 15 of each year, information is reported in an accountability system, to be determined, pertaining to its contributions (including those from contracts and grants) to Goals, Objectives, and Measures under the GLRI Action Plan.

Annual Report: Beginning in FY 2011, EPA will work with its Interagency Task Force partners to prepare and submit an Annual Report to the President on progress in achieving the Initiative's goals, outcomes, and targets. To that end, the Recipient shall include in an annual report to EPA, information on its Great Lakes activities, including those funded pursuant to the Great Lakes Restoration Initiative and those funded by its base programs. The report shall include funding beginning in FY 2010 and each fiscal year thereafter, detail yearly program accomplishments, and compare specific funding levels allocated for participating Federal agencies from fiscal year to fiscal year. Reporting shall include programs funded at or below \$500,000 that may not otherwise be identified in cross-cut budgets.

Final Progress Report: BIA shall submit a final report to the EPA Project Officer upon expiration of this IA. This report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, and a compilation of the data collected. The final report shall also include analysis of the data as well as conclusions, and recommendations. The final report shall incorporate photo documentation of funded projects and environmental progress under

the projects at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. The draft Final Report will be submitted electronically to the USEPA Project Officer no later than 45 after the end of the project period for review and comment. Electronic and paper versions of the Final Report shall be submitted no later than 90 days after the end of the project period.

### **13. Accountability/Performance System**

EPA and the Regional Working Group will develop an electronic accountability and performance system that will be used in the reporting process for the GLRI. The system will include program and project information including project location, environmental progress and results and additional project statistics and such other matters as are agreed to by EPA and the Recipient. Great Lakes partners will be required to report information into the system that describes GLRI activities and demonstrates how results are being achieved pursuant to the Action Plan. Since we intend to collect data from ten or more non-federal partners, an Information Collection Request (ICR) describing the information we intend to collect and estimating the time and cost to answer the request must be approved by OMB before the collection begins.

Recipients and sub-recipients shall be responsible for inputting their accounting/performance data into the GLRI database. The website for the database will be accessible through the GLNPO website at [www.epa.gov/glnpo](http://www.epa.gov/glnpo).

### **14. Quality Assurance**

The recipient must have a Quality Assurance (QA) and Quality Control (QC) System in place that will provide the needed management and technical practices to assure that environmental data used to support GLRI decisions are of adequate quality and usability for their intended purpose. This System must be in place before any data collection takes place. Since most of the GLRI decisions will rest on environmental data, a management system is needed that provides for:

1. Identification of environmental programs for which QA and QC activities are needed;
2. Specification of the quality of the data required from environmental programs; and,
3. Provision of sufficient resources to assure that an adequate level of QA and QC activities are performed.

This IA will provide mission support products, services, information or data generation including technology development and verification. Any of these activities will be performed in accordance with approved Quality Assurance procedures or standards with adequate documentation for transparency purposes, including review and approval by recipients QA manager. Because of the nature of the action, data may be collected without EPA review and approval of a project-specific Quality Assurance documents. The EPA Quality Assurance Officer must be notified when procedures are developed and the quality assurance procedures should be documented. Quality Assurance documentation should be maintained by the IA recipient, but must be provided for review by the EPA Quality Assurance Office on an as needed basis. This documentation should include, but is not limited to, (1) quality assurance procedures, including the rationale for decisions concerning sampling and analysis; (2) decisions on usability of data; and (3) information on quality-control methods and measurements, e.g., performance evaluation samples, field duplicates, field blanks, laboratory blanks, laboratory duplicates, laboratory surrogate and matrix spikes, laboratory control samples, and calibration. EPA Guidance for Quality 4-24 Assurance Project Plans (QA/G-5) (EPA2002) can be found at: <http://www.epa.gov/quality/qmps.html>

### **15. Climate Change Emissions Minimization/Reductions**

BIA shall encourage (i) minimization and reduction, where possible, of greenhouse gas emissions resulting from activities carried out pursuant to this agreement and (ii) the tracking of the reduction of greenhouse gas emissions through these activities.

### **16. Contract Termination, Disputes and Protests**

If a contract or order awarded pursuant to this IA is terminated or cancelled or a dispute or protest arises from specifications, solicitation, award, performance or termination of a contract, BIA will take appropriate action in accordance with the terms of the contract and applicable laws and regulations. The EPA shall be

responsible for all costs associated with termination, disputes, and protests, including settlement costs, except that the EPA shall not be responsible to BIA for costs associated with actions that stem from errors in performing the responsibilities assigned to BIA. BIA shall consult with the EPA before agreeing to a settlement or payment to ensure that BIA has adequate time in which to raise or address any fiscal or budgetary concerns arising from the proposed payment or settlement.

#### **17. Termination**

This IA may be terminated upon thirty (30) calendar days written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall specify the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

#### **18. Interpretation of IA**

If BIA and EPA are unable to agree on the interpretation of a material aspect of this IA, the parties agree to engage in an effort to reach mutual agreement regarding the proper interpretation of this IA, including amendment of this IA, as necessary, by escalating the dispute within their respective organizations.

If a dispute related to funding remains unresolved for more than sixty (60) calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency Chief Financial Officers with a recommendation that the parties submit the dispute to the CFO Council Intragovernmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Intragovernmental Transactions, Subject: Intragovernmental Business Rules, or subsequent guidance.

#### **19. Indirect Costs**

BIA certifies that (1) any indirect costs incurred by BIA included in billings to EPA represent, in accordance with generally accepted accounting principles, indirect costs that would not have been otherwise incurred by the performing agency, or (2) statutory authority exists for charging other than the incremental costs of performance. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit and EPA will be credited those amounts.

#### **20. Billing Payments**

When submitting invoices to the Office of the Chief Financial Officer/Cincinnati Finance Center (OCFO/CFC) requesting payment, a breakdown of the costs associated with the invoice must be provided to the EPA Project Officer (EPA PO). This information allows the EPA PO to determine that costs billed to EPA are necessary and reasonable. If this information is not provided, the EPA PO will notify the OCFO/CFC to suspend or charge back the payment.

#### **21. Payment.**

Not more than 30 days before incurring reasonable and necessary costs described in the scope of work, BIA may, pursuant to this Agreement, submit an estimated payment request via the IPAC system for the electronic transfer of funds to pay such costs. When an IPAC charge is reflected against the CFC's Agency Location Code (ALC) 68-01-0727, the Treasury Department will automatically transfer funds to the requesting Agencies ALC. BIA will use its best efforts to obligate/expense any funds it receives within 30 days of receipt. On a monthly basis, a breakdown of the costs associated with payments must be provided to the EPA Project Officer (EPA PO). This information allows the EPA PO to determine that costs billed to EPA are necessary and reasonable. If this information is not provided, the EPA PO will notify the OCFO/CFC to suspend or charge back the payment. For further information, please contact:

U.S. EPA CFC  
Attn: Jeff Marsala  
26 W. ML King Dr.  
Cincinnati, OH 45268-7002

Email: Marsala.Jeffrey@epa.gov



**22. Equipment Disposition: Title to Other Agency**

Property/equipment authorized under this IA will be titled with BIA and subject to that Agency's property management procedures with no further accountability to EPA.

**23. Expiration of Funds under Non-Economy Act**

For IAs with fixed year funding and executed under any authority other than the Economy Act, if funds are properly obligated on an IA, a performing agency may in turn obligate these funds until the IA ends or the work is complete, whichever is first.

**24. Accountability/Performance System**

BIA will enter all required accountability and performance report information into the Great Lakes Accountability System. Information will describe GLRI activities and demonstrate how results are being achieved pursuant to the Action Plan. Recipients and sub-recipients shall be responsible for inputting their accounting/performance data into the GLRI database. The website for the database will be accessible through the GLNPO website at: <https://restore.glnpo.net/glas/login.htm>.

**25. Sufficient Progress**

EPA expressly reserves the right to terminate this IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising the right to terminate, EPA will follow the procedures for terminating the IA in the Terms and Conditions.

**26. Restrictions on FY12 Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions**

This IA obligates and transfers or advances EPA funds appropriated under the Department of Interior, Environment, and Related Agencies Appropriations Act, (FY12 Appropriations Act). As a result, this interagency agreement (IA) is subject to the provisions of Division E, Sections 433 and 434 of the Appropriations Act, regarding federal felony convictions and unpaid federal tax liabilities. Specifically,

Section 433 provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

Section 434 of Division E of the Appropriations Act further provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this IA, the Recipient agrees that it will comply with and implement the prohibitions of Sections 433 and 434 for any contract, assistance agreement, loan, loan guarantee or

other instrument with any corporation that will be funded with funds provided under this IA. Non-compliance with the provisions of Sections 433 and 434 may implicate the Antideficiency Act. The Recipient will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

**27. IAs with Contracts or Procurement (Disadvantaged Business Enterprise-MBE/WBE Reporting)**

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. Also, in accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes, but is not limited to: contracts, subcontracts, and any subagreements.

The IA recipient will also strive to meet EPA's SBA negotiated goals for awarding contracts to small and disadvantaged businesses. The IA recipient will accomplish these objectives through adherence to the small and minority owned business requirements set forth in the Small Business Act, 15 U.S.C. 631 et seq. and the annual Small Business goals negotiated with the IA recipient and the Small Business Administration. All reporting on MBE/WBE and small business accomplishments will be done through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: [https://www.fpds.gov/fpdsng cms/](https://www.fpds.gov/fpdsng/cms/).

**END OF INTERAGENCY AGREEMENT #DW-14-95822601-0**

**U.S. EPA Interagency Agreement with  
United States Department of the Interior Bureau of Indian Affairs (BIA)  
#DW-14-95822601-0**

**SCOPE of WORK and BUDGET Feb. 28, 2012**

***Great Lakes Restoration Initiative, Public Law 111-88 and Department of Defense and Full-Year Continuing Appropriations Act; 2011 (PL 112-10)***

***Purpose***

Recognizing that the Great Lakes ecosystem is an invaluable resource containing over 20% of the world's surface freshwater and providing drinking water to over 40 million people, the Administration, in 2009, announced the Great Lakes Restoration Initiative (GLRI) to protect, restore and maintain the Great Lakes ecosystem. In conjunction with a number of federally recognized tribal governments and 15 other Federal Agencies, the USEPA will implement strategic, priority actions to achieve the vision of a restored, protected and sustainable Great Lakes ecosystem.

Tribal governments have sovereign jurisdiction over key ecosystem areas of the Great Lakes basin and already have substantial valuable experience developing and implementing restoration projects located in the Great Lakes basin that are consistent with the GLRI Action Plan. The U.S. Bureau of Indian Affairs (BIA) has an authority under Public Law 93-638 (638) to readily contract federal funding and other resources to tribal governments, administer those contracts and provide technical assistance, as needed, to tribes. The Tribal governments and BIA have substantial experience together and have developed effective working relationships based on BIA support to Tribal governments based on the framework of the 638 authority.

The purpose of this Interagency Agreement (IA) is to provide funding to the BIA to contract to Tribal governments with lands in the Great Lakes basin using BIA's 638 authority to help implement the priorities of the GLRI in a timely fashion. Specifically, this IA will help complete development of the Great Lakes Restoration Initiative Action Plan (Action Plan) and implement priority programs, projects, and activities to protect, restore and maintain the Great Lakes ecosystem through participation of sovereign tribal governments as well as federal, state and local governmental units. This IA will also utilize BIA capabilities through and with the abilities of the tribal governments to implement priorities, programs and projects of the Great Lakes Water Quality Agreement such as the Lakewide Management Plans, the Remedial Action Plans for Areas of Concern, the Binational Toxics Strategy, and the Cooperative Science and Monitoring Initiatives, among others.

The GLRI Action Plan identifies goals, objectives, measurable ecological targets, and specific actions for five focus areas—Toxic Substances and Areas of Concern; Invasives Species; Nearshore Health and Nonpoint Source Pollution; Habitat and Wildlife Protection and Restoration; and, Accountability, Education, Monitoring, Evaluation, Communication and Partnerships. Tribal governments have abilities and goals, objectives and measurable ecological targets consistent with the GLRI Action Plan and the tribal governments wish to participate in the same fashion and in cooperation with other governmental units that are participating in the GLRI Action Plan. Federal agencies, including EPA and BIA, have a Federal Trust Responsibility to the Tribal governments to help them participate in the GLRI.

### ***Focus Areas and Allocations Through FY 2013***

The project period for this IA extends through the end of Fiscal Year 2013. With allocations through Fiscal Year 2013, and with the funds transferred under this IA, the BIA will undertake actions in the Habitat and Wildlife Protection and Restoration Focus Area. The activities that the BIA will undertake are set forth below. The work

**Template Title:** Great Lakes Tribal Species & Ecosystems Restoration

**Template Number:** 1

**Template Description:** The Great Lakes Tribal Species and Ecosystems Restoration Program will consist of grants to 24 tribes and inter-tribal organizations each year through Fiscal Year 2013 to implement efforts to protect and restore culturally-significant native species and their habitats.

**Purpose:** To protect and restore culturally-significant native species and their habitats.

**Statutory Authority:** The Federal Trust Responsibility and authority for it were created in various Treaties between Congress and Tribal Governments, such treaties being considered by the U.S Constitution as part of the Law of the Land, at a higher priority than relationships between and among EPA and the other federal, state and local governmental units. To help empower BIA and other federal agencies as they implement the federal trust responsibility to tribal governments, Congress and the Administration enacted Public Law 93-638, known as the **Indian Self-Determination and Education Assistance Act of 1975**, as amended, to provide authority to BIA, and other federal agencies, to contract federal funding to sovereign tribal governments for their use in determining for themselves how to provide government services and homelands for their members. Such federal GLRI funding contracted through the BIA's 638 authority to be used by tribes in pursuit of goals and objectives of the GLRI Action Plan that are consistent with tribal plans, goals and objectives.

### **Description of Work:**

#### **Task 1: Contracts with Great Lakes Tribes**

Indian country (reservation land base where tribal governments have sovereign jurisdiction and ceded territories where tribes retain rights) represents a significant portion of the Great Lakes Basin, especially for the Lakes Superior and Michigan watersheds. Native species and threatened and endangered species are fundamental components of tribal cultural definitions. More specifically, parts of Indian country are held in trust by the United States for the beneficial use of the tribal governments. As trustee, the Federal Government and its agencies, including EPA and BIA, implement the federal trust responsibility to tribes by providing resources and technical assistance to manage, protect and restore key ecological resources needed by tribes to provide homelands with key resources to their members.

Tribes rely on key ecological resources for subsistence, religious expression and meaning. Tribal environmental/natural resource programs work with increasing administrative sophistication. Great Lakes tribes are national leaders in wild rice restoration and enhancement techniques. Tribes were significant contributors to the GLRC Strategy, and are essential partners in

implementing projects to achieve the habitat restoration goals of that strategy.

Midwestern tribes have jurisdiction over millions of acres of forest, lake, wetlands and stream-miles. Great Lakes Tribes have created national models for wetlands/waterfowl restoration efforts that stress partnership between tribes, as well as with states, federal agencies and private landowners.

**Primary Focus Area:** Habitat and Wildlife Protection and Restoration

**Secondary Focus Area:** Invasives

With federal help, tribal governments have been restoring and enhancing significant amounts of wetlands, wild rice beds, nesting cover and grasslands. Over 100,000 acres of wetlands have been restored/enhanced by tribes over the last two decades. In 2009 alone, over 20,000 wetland acres were restored and enhanced, over 1,000 acres of wild rice were re-seeded, over 1,000 acres of upland nesting cover and prairie grassland were established, and hundreds of nesting structures installed.

Current BIA program resources are stretched beyond capacity and cannot address the significant need across Great Lakes Indian Country, including Ceded Territories. But BIA's programs are not the only form of federal assistance to tribal governments. The federal trust to tribes is also EPA's responsibility and the responsibility of other federal agencies who are also partners to the GLRI. Thus, the federal assistance to tribes described in this IA also helps satisfy the federal trust responsibility to tribes with regard to their participation as partners in the GLRI goals, objectives and outputs.

In 2009, Great Lakes Tribes identified habitat/species restoration needs, representing efforts of strategic importance within the context of tribal resource management plans, environmental goals, and subsistence needs. In addition, invasive species threaten to undermine not just tribal accomplishments in habitat and species protection and restoration, but entire cultures dependent upon tribal hunting, fishing and gathering rights for subsistence. Great Lakes tribes are especially concerned about the degree of impact that climate change will have upon tribal natural resources. Tribal reservations cannot migrate with changes in climate.

Pursuant to Public Law 93-638, The Indian Self-Determination and Educational Assistance Act of 1975, this initiative will consist of contracts between BIA about 25 tribes and inter-tribal organizations each fiscal year through FY 2014 to implement efforts to protect and restore culturally-significant native species and their habitats. The program will provide the ability for tribal and federal partners to continue and enhance their cooperation in ecosystem protection for the benefit of threatened and endangered species, native species that are culturally-significant. By funding tribes to implement on-the-ground restoration and invasive projects, in collaboration with federal state and private partners, BIA can enable progress on Great Lakes goals at the same time as it helps preserve cultural identity and environmental engagement and help satisfy the larger Federal Trust Responsibility to Tribal governments.

This program will build upon the contractual history and administrative tools used by BIA to work with tribal governments. It will fund on-the-ground restoration and enhancement efforts within three categories. Overlap may occur.

1. Ecologically and culturally significant species restoration
  - a. Wetlands
  - b. Waterfowl
  - c. Fish

- d. Manoomin (wild rice)
- e. Terrestrial Species

## 2. Invasive Species Control

- a. Aquatic
- b. Terrestrial

## 3. Adaptation to Climate Change Impacts

### **Program/Project Location**

More than 24 Tribal governments and tribal organizations throughout the Great Lakes basin

### **Strategic Planning Linkages**

The primary intent of this work is to contribute to the achievement of the goals, objectives and measures of the Great Lakes Restoration Action Plan. Specifically, the following goals, objectives and measures are taken from the Habitat and Invasive Species Focus Areas of the plan. They represent the ultimate purpose behind funding of this GLRI Interagency Agreement, and the tribal projects will contribute to their achievement.

### **INVASIVE SPECIES**

#### **Related Long Term Invasive Species Goals**

Goal 3: The spread of invasive species, by means of recreational activities, connecting waterways, and other vectors, beyond their current range is prevented.

Goal 5: An effective, efficient and environmentally sound program of integrated pest management for invasive species is developed and implemented, including program functions of containment, eradication, control and mitigation.

#### **Related Interim Invasive Species Objectives**

By 2014, invasive species populations within the Great Lakes Ecosystem will have been controlled and reduced, as measured in populations controlled to a target level in 6,500 acres of managed area and by removing 5,000 pounds of invasive species from the Great Lakes ecosystem.

<b>Applicable Invasive Species Measures of Progress</b>
1. Rate of nonnative species newly detected in the Great Lakes ecosystem.
2. Acres managed for populations of invasive species controlled to a target level. (cumulative)
3. Number multi-agency plans established, mock exercises to practice rapid responses carried out under those plans, and/or actual rapid response actions (cumulative).
4. Number of recreation and resource users contacted on best practices that prevent the introduction and spread of invasive species. (cumulative)

### **HABITAT**

#### **Applicable Long Term Habitat Goals**

Goal 1: Protection and restoration of Great Lakes aquatic and terrestrial habitats, including physical, chemical, and biological processes and ecosystem functions, maintain or improve the conditions of native fish and wildlife.

Goal 2: Critical management activities (such as stocking native fish and other aquatic species, restoring access of migratory fish species at fish passage barriers, and identifying and addressing diseases) protect and conserve important fish and wildlife populations.

Goal 4: High priority actions identified in strategic plans (such as state and federal species management, restoration and recovery plans, Lakewide Management Plans, Remedial Action Plans, and others) are implemented, lead to the achievement of plan goals, and reduce the loss of fish and wildlife and their habitats.

### **Applicable Interim Habitat Objectives**

By 2014, 4,500 miles of Great Lakes rivers and tributaries will be reopened and 450 barriers to fish passage will be removed or bypassed.

By 2014, 82% of recovery actions for federally listed priority species will be implemented.

By 2014, 53 percent of populations of native aquatic non-threatened and endangered species are self sustaining.

By 2014, 97,500 acres of wetlands, wetland-associated uplands, and high priority coastal, upland, urban, and island habitats will be protected, restored or enhanced.

<b>Applicable Habitat Measures of Progress</b>
1. Miles of rivers reopened for fish passage.
2. Number of fish passage barriers removed or bypassed.
3. Number of species delisted due to recovery
4. Percent of recovery actions implemented for priority listed species
5. % of populations of native aquatic non-threatened and endangered species self-sustaining in the wild.
6. Number of acres of wetlands and wetland-associated uplands protected, restored and enhanced.
7. Number of acres of coastal, upland, and island habitats protected, restored and enhanced.

In addition to the contribution this program will make to achieving the specific measures and objectives in the Great Lakes Action Plan articulated above, this program will help meet the goals of the Great lakes Regional Collaboration as well as LAMP and Area of Concern goals (where applicable). All work will be completed within one year of receipt of funding.

### **Output Measures**

- \* Acres of wetlands protected, restored, enhanced
- \* Acres of wild rice beds protected, restored, re-seeded, enhanced
- \* Stream miles re-connected, restored for fish habitat
- \* Acres of wetland/upland managed for invasive species control
- \* Nesting structures
- \* Spawning areas
- \* Management strategies created / implemented to adapt ecosystem protection to regional climate change impacts
- \* Other habitat and invasive species output measures that clearly contribute to the

furtherance of the Great Lakes Restoration Action Plan as described above.

## **Task 2: Participation of BIA in Broader Great Lakes Efforts**

This IA will also provide BIA with the capabilities needed to increase its contributions to the implementation of GLRI priorities, programs and projects, as well as programs of the Great Lakes Water Quality Agreement such as the Lakewide Management Plans, the Remedial Action Plans for Areas of Concern, the Binational Toxics Strategy, and the Cooperative Science and Monitoring Initiatives, among others.

BIA will also continue to participate as a member in the Regional Working Group of the Great Lakes Inter-Agency Task Force.

## **Task 3: Program Coordination and Quality Assurance Management**

### **Staffing History at BIA**

Existing BIA program staff in natural resources and environmental protection have been previously reduced in capacity to bare bone status. Using Public Law 93-638, The Indian Self-Determination and Educational Assistance Act of 1975 (AKA 638), Congress and the Administration have shifted BIA budgets to tribal governments to the greatest degree possible for the larger goal of development of tribal capacity for self-determination. The residual BIA funding and staff that were not shifted to help satisfy tribal self-determination goals is there to conduct only those BIA services for tribes that are inherently federal in existing BIA mission. As the result, there is no excess staff capacity at BIA to absorb and conduct the duties visualized by EPA and Congress for BIA to assist the tribes in participation in the GLRI goals, objectives and outputs. Existing BIA staff is well versed in BIA's established 638 contracting and administration procedures to efficiently move BIA resources to tribes for existing BIA programs. But there is currently inadequate BIA staff for new program missions, so additional staff is needed at BIA for the duration of the GLRI.

### **BIA Staff Needs for GLRI Work Plan:**

GLRI Program Manager: This IA as amended for 2012 provides \$116,254 for 12 months, during fiscal years 2012-2013 for anticipated personnel, fringe, and travel costs, beginning at the point when the Office is able to hire for the position. Program coordinator duties include:

1. Participation in GLRI Planning and Budgeting activities with the Great Lakes Interagency Task Force, including preparation of the Interagency Funding Guide;
2. Participate in Interagency Task Force and Regional Working Group communications efforts;
3. Participate in Great Lakes Water Quality Agreement (GLWQA) and Great Lakes Restoration Initiative (GLRI) Programs and Processes;
4. Seek quality tribal proposals from up to approximately 24 tribal governments in the Great Lakes watershed for categories:
  - a. Great Lakes Tribal Species & Ecosystem Restoration
  - b. Toxic Substances and Areas of Concern
5. Help prioritize & select tribal proposals for GLRI funding using criteria in the Special Conditions Section of the IA.
6. Monitor compliance with the IA and help plan subsequent IA SOW & budget amounts;



7. Monitor and coordinate up to 24 tribal P.L. 93-638 contracts, including scopes of work, product outcomes and funding status; This is known at BIA as accomplishing "contracting officers' technical responsibilities" (COTR);
8. Coordinate funding obligation, expenditures and de-obligation using proper BIA financial management of GLRI funding and internal GPRA and financial reporting following paragraph 8 of the Special Conditions section of the IA.
9. Prepare and submit reports complying with provisions of the 2010 and subsequent Great Lakes Grant Guidance;
10. Ensure visible project identification signage at each on-the-ground project;
11. Ensure health, safety and environmental compliance for each project;
12. Brief EPA and BIA officials on GLRI objectives and outcomes;
13. Coordinate with BIA Circle of Flight Manager & other funding leveraging program opportunities;
14. Work with EPA to ensure that the funds transferred under this IA are not used to supplant the base programs funding of the BIA, such as the Circle of Flight Program;
15. Participate in the annual BIA Circle of Flight Conference related to GLRI agenda items;
16. Coordinate with GLRI QA managers at EPA and BIA to ensure GLRI requirements are being satisfied;
17. Reports in the electronic Great Lakes Accountability System (GLAS) to report project performance & monitor tribal input to GLAS;
18. Coordinate within BIA, as needed, with the BIA Midwest Regional Environmental Scientist and other program staff regarding possible GLRI projects in other focus areas such as Toxics and Areas of Special Concern, in the event that tribal governments might approach BIA regarding such projects.

The BIA GLRI Program Manager would also be responsible for BIA's Quality Assurance (QA) duties:

1. Coordinates with tribal quality assurance staff and EPA GLNPO quality assurance staff on matters of quality policy;
2. Develops a Great Lakes Quality Management Plan (QMP) for BIA work on the GLRI and revises as needed;
3. Reviews and comments on tribal Quality Assurance Project Plans (QAPPs) for all projects, work assignments, grants, cooperative agreements, and inter-agency agreements involving data acquisition, data generation, and/or measurement activities that are funded by EPA GLNPO.
4. Reviews all tribally submitted QAPPs and approve adequate tribal QAPPs for implementation in all applicable projects, work assignments, grants, cooperative agreements, and inter-agency agreements.
5. Coordinates the correction of deficient QAPPs with tribal quality assurance staff and EPA GLNPO Project Officer(PO) and their management, and assures through appropriate procedures (e.g., contract, financial assistance) that no tribal environmental data collection operations commence before a QAPP is approved
6. Ensures that audits/reviews of BIA and tribal QA activities are accomplished to assure adherence to approved quality system documentation and to identify deficiencies in tribal and BIA QA/QC systems
7. Implements peer review component of quality system
8. In Partnership with EPA assists BIA and tribal staff scientists and project managers in developing quality system documentation and in providing answers to technical questions by providing training and peer to peer meetings.

## Tracking

1. Tracks the status of all BIA and tribal quality system documentation using GLNPO's Great Lakes Accountability System (GLAS) Database to be provided
2. Populate GLNPO GLAS inventory system for all BIA QA documentation and help tribes report the project status for theirs.

### **Scope of Work and Reporting**

1. Develops a QA Scope of Work for the cooperative agreement and provide semi-annual Reports for BIA's outcomes and helps ensure tribes report theirs.
2. Tracks and reports BIA's out comes and helps ensure tribes report theirs into the GLRI accountability system

### **Training**

BIA's GLRI Program Manager shall have EPA approved training in QA/QC management methods. Building upon EPA training in 2010, BIA will ensure proper training in 2012 for the new hire.

### **Coordination**

The BIA GLRI Program Manager shall participate in EPA's monthly QA calls or otherwise arrange to obtain the key information from the calls from the US EPA GLNPO QA Manager. Tribal staff involved in QA management will also be provided key information in an effective and efficient means.

## **Task 4: Reporting to USEPA and to Great Lakes Accountability System**

Reporting will be undertaken as described in the Terms and Conditions of this Interagency Agreement.

**Points of Contact:** Bob Jackson  
Bureau of Indian Affairs  
(612) 725-4529  
bob.jackson@bia.gov

### **Milestones/Schedule, including deliverables**

Advertise RFP to Tribes	January of each fiscal year to FY 2013
Project(s) selection	February – March of each fiscal year to FY 2013
Project implementation and evaluation	Ongoing, of each fiscal year through FY 2013
Reports to EPA and Accountability System	(per terms and conditions of IA)

### **Budget for 2012**

APPROVED BUDGET for 2012 GLRI Funds		EPA IA Identification Number <b>95776401</b>	
Budget Categories	EPA Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date

## BUDGET FOR 2012

APPROVED BUDGET			EPA IA Identification Number	
Budget Categories	EPA Itemization of All Previous Actions	EPA Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
a. Personnel	\$0	\$75,000	\$0	\$75,000
b. Fringe Benefits	\$0	\$35,000	\$0	\$35,000
c. Travel	\$0	\$6,254	\$0	\$6,254
d. Equipment	\$0	\$0	\$0	\$0
e. Supplies	\$0	\$0	\$0	\$0
f. Procurement/ Assistance	\$0	\$4,602,586	\$0	\$4,602,586
g. Construction	\$0	\$0	\$0	\$0
h. Other (e.g., M&S expense)	\$0	\$0	\$0	\$0
i. Total Direct Charges	\$0	\$4,718,840	\$0	\$4,718,840
j. Indirect Costs	\$0	\$0	\$0	\$0
k. Total	\$0	\$4,718,840	\$0	\$4,718,840

### Budget Narrative:

Personnel and fringe represent a new BIA position, as described above, beginning in FY 2012 and through 2013.

Travel consists of the new position working directly with up to 30 tribes in Great Lakes Indian country, providing hands-on assistance, where needed, in reservation offices and at tribal workshops on quality assurance and reporting. Travel may also include trips to EPA office in Chicago for in-person coordination with the federal Great Lakes Regional Working Group.

Procurement represents "Self-Determination Contracts" to up to 30 tribal and inter-tribal organizations for habitat restoration and invasive species activities.

Note: PL 93-638 Self-Determination Contracts are not Procurement or Acquisition contracts.

TITLE 25 > CHAPTER 14 > SUBCHAPTER II > § 450b

(j) "self-determination contract" means a contract (or **grant or cooperative agreement** utilized under section 450e-1 of this title) entered into under part A of this subchapter between a tribal organization and the appropriate Secretary for the planning, conduct and administration of programs or services which are otherwise provided to Indian tribes and their members pursuant to Federal law: Provided, That except as provided [1] the last proviso in section 450j (a) [2] of this title, no contract (or grant or cooperative agreement utilized under section 450e-1 of this title) entered into under part A of this subchapter shall be construed to be a procurement contract;

TITLE 25 > CHAPTER 14 > SUBCHAPTER II > § 450e-1

Grant and cooperative agreements

The provisions of this subchapter shall not be subject to the requirements of chapter 63 of title 31: Provided, That a grant agreement or a cooperative agreement may be utilized in lieu of a contract under sections 450f and 450g [1] of this title when mutually agreed to by the appropriate Secretary and the tribal organization involved.

Indirect costs are not being charged to this IA. Best BIA estimate at the amount of indirect cost for the 2012 project is \$632,826 (15%).

2012 BIA Tribal Habitat Projects:

Pokagon-Restoring Hydrological Function Dowagiac River-\$175,000  
St. Croix-Sims Pond Culvert Repair-\$12,547  
St. Croix-Clam Lake Wild Rice Restoration-15,545  
Forest County Potawatomi-Otter Creek-\$67,500  
Little River-Sturgeon Restoration-\$102,400  
1854 Treaty Authority-Habitat Projects-\$211,000  
Lac Courte Oreilles- Cranberry/Wild Rice Conversion-\$196,550  
Mole Lake-Wild Rice Mgt.-\$220,250  
Bay Mills- Whitefish Project-\$142,437  
Oneida- Restored habitat complex-\$175,000  
Oneida-Prairie grasslands- \$145,000  
Fond du Lac- Wild Rice Restoration-\$247,000  
Gun Lake- Wild Rice Restoration-\$141,091  
Grand Traverse- Boardman River -\$400,000  
Keweenaw Bay-Fish Passage-\$209,000  
Bad River-Habitat Restoration-\$210,600  
Grand Portage-Habitat Projects- \$190,000  
Little Traverse- Bald Eagle/Islands Projects-\$157,394  
Red Cliff-Climate Change/Year 2- \$125,000  
Red Cliff-Raspberry Bay Wildlife Unit-\$67,500  
Lac du Flambeau-Habitat Projects-238,905  
GLIFWC-Wild Rice-\$247,346  
GLIFWC-Wetland Projects-\$73,000  
Notawaseppi Huron-Wild Rice Restoration-\$120,521  
Mille Lacs-Lake Ogechie-\$75,000  
Ho-Chunk-Ghost Eagle Project-\$30,000  
Bois Forte-Wild Rice Restoration-\$107,000  
Total BIA Tribal Habitat Projects-\$4,102,586

Based on on-the-ground tribal results from 2010-2011, here's a rough estimate of major anticipated results for 2012:

Miles of rivers reopened for fish passage: 125  
Number of fish passage barriers removed or bypassed: 20  
Number of acres of wetlands and wetland-associated uplands protected, restored, and enhanced: 15,000  
Number of acres of coastal, upland and island habitats protected, restored and enhanced: 5,000  
Number of streambank feet restored: 350  
Number of miles where lake sturgeon are introduced: 10  
Nesting structures built/installed: 20  
Acres of lake habitats restored for native fish: 3,000  
(There are about a dozen other kinds of measures tribes have been reporting.)

**Great Lakes Restoration Initiative (GLRI)**  
**2011 Bureau of Indian Affairs (BIA) Interagency Agreement (IA)**

**BIA-FWS TRIBAL INVASIVE SPECIES WORK**

This workplan and budget for the BIA IA will also be adding \$500,000 in 2012 GLRI funding to undertake the following work.

The Great Lakes Tribes and Tribal Organizations will be funded to develop or implement tribal aquatic invasive species plans, and to undertake projects that prevent or eradicate aquatic invasive species, in pursuit of any of the following GLRI goals, objectives, measures and principal actions:

**Goals:**

- The introduction of new invasive species to the Great Lakes basin ecosystem is eliminated, reflecting a “zero tolerance policy” toward invasives.
- The risk of introduction of species, which are imported for various uses, into the Great Lakes is minimized.
- The spread of invasive species, by means of recreational activities, connecting waterways, and other vectors, beyond their current range is prevented.

**Objectives:**

- By 2011, eight state ANS management plans will be established or revised to include rapid response capabilities. By 2014, eight state-based, multi-agency rapid response plans will be implemented and 22 mock exercises to practice responses carried out under those plans and/or actual response actions will be completed.
- By 2014, a 40 percent reduction in the yearly average rate of invasive species newly detected in the Great Lakes ecosystem will be achieved, compared to the period 2000-2009.
- By 2014, invasive species populations within the Great Lakes Ecosystem will have been controlled and reduced, as measured in populations controlled to a target level in 6,500 acres of managed area and by removing 5,000 pounds of invasive species from the Great Lakes ecosystem.
- By 2014, approximately 10 million recreation and resource users will be educated on best practices that prevent the introduction and spread of invasive species.

**Measures:**

- Rate of nonnative species newly detected in the Great Lakes ecosystem.
- Acres managed for populations of invasive species controlled to a target level.
- Number multi-agency plans established, mock exercises to practice rapid responses carried out under those plans, and/or actual rapid response actions

- Number of recreation and resource users contacted on best practices that prevent the introduction and spread of invasive species.

#### Principal Actions:

- Implement Early Actions to Address Water Pathways Vectors.
- Prevention by Broad Stakeholder Outreach and Education.
- Develop and Demonstrate Innovative Control Technology
- Support States' [Tribes'] Role in Invasive Species Prevention and Control
- Control Key Invasive Species and Investigate Causal Mechanisms by which ANS impact Native Species
- Establish Early Detection and Rapid Response Capability

Here is a list of the Tribes that will be receiving funding:

Bay Mills - \$87,000  
 Lac du Flambeau-\$50,000  
 Keweenaw Bay - \$89,000  
 Little Traverse - \$40,000  
 Pokagon Band-\$15,000  
 1854 Treaty Authority - \$16,000  
 Bad River - \$24,000  
 Oneida - \$63,000  
 GLIFWC - \$89,000  
 Red Cliff-\$11,000  
 Mole Lake-\$20,000  
 Total = \$ 500,000

Project descriptions are available from BIA.

These Tribes and Inter-Tribal Resource Management Agencies will be provided the following guidance related to the use of these funds:

Guidance for Programs Supported by the Fish and Wildlife Service's GLRI allocation, provided in partnership with the Bureau of Indian Affairs, to Tribes and Intertribal authorities.

Tribes will implement actions to:

- 1) prevent aquatic species invasions;
- 2) detect new invasions of aquatic species; and
- 3) eradicate, contain, and/or control aquatic invasive species populations.

Priority will be:

- 1) highest for activities conducted within the Great Lakes;
- 2) moderate for activities within the Great Lakes Basin; and
- 3) lowest for activities within the Mississippi River Basin."

APPROVED BUDGET			EPA IA Identification	
Budget Categories	EPA Itemization of All Previous Actions	EPA Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
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b. Fringe Benefits	\$0	\$35,000	\$0	\$35,000
c. Travel	\$0	\$6,254	\$0	\$6,254
d. Equipment	\$0	\$0	\$0	\$0
e. Supplies	\$0	\$0	\$0	\$0
f. Procurement/Assistance	\$0	\$4,602,586	\$0	\$4,602,586
g. Construction	\$0	\$0	\$0	\$0
h. Other (e.g., M&S expense)	\$0	\$0	\$0	\$0
i. Total Direct Charges	\$0	\$4,718,840	\$0	\$4,718,840
j. Indirect Costs	\$0	\$0	\$0	\$0
k. Total	\$0	\$4,718,840	\$0	\$4,718,840

